

SECTION H

SPECIAL CONTRACT REQUIREMENTS

1. **ORGANIZATIONAL CONFLICTS OF INTEREST**
(NPS 1489.209-71) (APR 1984)

- A. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- B. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- C. Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award and did not disclose or misrepresent relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from contracting, or pursue such other remedies as may be permitted by law or this contract.
- D. The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d).

2. **COST OF PROPOSAL PREPARATION**

This RFP does not commit the Government to pay any costs incurred for the preparation of proposals or for necessary studies or designs for the preparation thereof, nor to procure or contract for the articles or services described herein. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

3. **LIABILITY FOR LOSS OR DAMAGE**

The Contractor shall indemnify and save harmless the Government, its officers, agents, and employees against all actions, proceedings, claims, demands, cost, damage, and expenses, including attorney's fees by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property including the property furnished by the Government for use of the Contractor, if any, caused by the Contractor during the performance of the services contracted for herein.

4. **PAPERWORK REDUCTION ACT**
(NPS 1489.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from 10 or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management of Budget (OMB) final clearance was received.